

**RESOLUTION NO. 07-86**

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RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING AND RATIFYING THE CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, IN A FORM ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", WHEREBY THE CITY CONSENTS AND RECOGNIZES THE RIGHTS OF FLORIDA PACE CENTERS, INC., AS A TENANT OF A PORTION OF THE SECOND FLOOR OF THE PALM CENTRE LEASED FROM THE HIALEAH HOUSING AUTHORITY, TO REMAIN IN POSSESSION OF THE LEASED PREMISES DURING A TERM OF 30 YEARS IF 2 SUCCESSIVE 10-YEAR OPTIONS ARE EXERCISED WHICH WOULD CARRY OVER FOR 3 YEARS IN THE UNLIKELY EVENT THAT THE HIALEAH HOUSING AUTHORITY DOES NOT RENEW ITS LEASE WITH THE CITY IN THE YEAR 2034.

**WHEREAS**, Florida Pace Centers, Inc. has entered into a lease agreement with the Hialeah Housing Authority for 10 years with two successive 10-year options to establish a Pace center providing an array of comprehensive services for the elderly, including primary care, adult day care, specialists care, and therapeutic services, operated by the Jewish Home and Hospital; and

**WHEREAS**, Florida Pace Centers, Inc. has committed to extensively renovating the approximately 10,000 square foot space at an estimated cost ranging from \$800,000 to \$1,200,000; and

**WHEREAS**, to protect the substantial investment made in advance, it is the intent of Florida Pace Centers, Inc. to successively operate at this Palm Centre location for the next 30 years and has requested legal protection so as to be allowed to operate, if in compliance with the terms of the lease, at that location even if the Hialeah Housing Authority does not renew its lease with the City of Hialeah in the year 2034, 27 years from now; and

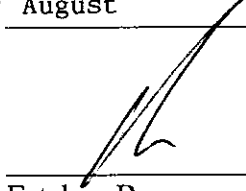
**WHEREAS**, the Hialeah Housing Authority requested that the City sign this Const, Non-Disturbance and Attornment Agreement prior to the execution of the lease to adequately protect Florida Pace Centers, Inc. and the City of Hialeah finds it in the best interest to assist a tenant who will provide high-quality comprehensive services to the elderly over a long period of time to the community in an accessible location in the Hialeah Downtown Urban Center district.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

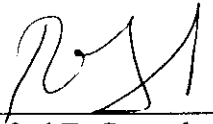
**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2:** The Mayor and the City Council of the City of Hialeah, Florida hereby approve and ratify the Consent, Non-Disturbance and Attornment Agreement, in a form as attached hereto and made a part hereof as Exhibit "1", whereby the City consents and recognizes the rights of Florida Pace Centers, Inc., as a tenant of a portion of the second floor of the Palm Centre leased from the Hialeah Housing Authority, to remain in possession of the leased premises during a term of 30 years if 2 successive 10-year options are exercised, which would carry over for 3 years in the unlikely event that the Hialeah Housing Authority does not renew its lease with the City in the year 2034.

PASSED AND ADOPTED this 14<sup>th</sup> day of August, 2007.

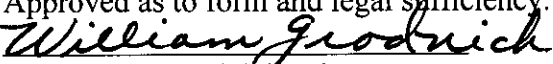
  
\_\_\_\_\_  
Esteban Bovo  
Council President

Attest:

  
\_\_\_\_\_  
Rafael E. Granado, City Clerk

Approved on this 19 day of August, 2007.

  
\_\_\_\_\_  
Mayor Julio Robaina

Approved as to form and legal sufficiency:  
  
\_\_\_\_\_  
William M. Grodnick, City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers Bovo, Caragol, Casals-Muñoz, Gonzalez, Hernandez, Miel and Yedra voting "Yes".

CONSENT, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

For good and valuable consideration the undersigned City of Hialeah, a Florida Municipal Corporation, 501 Palm Avenue, Hialeah, FL 33010 (hereinafter "City") agrees as follows:

Whereas, the City is the fee simple owner of real property in the City upon which is constructed a building known as the Palm Centre which is located at 60 East 3<sup>rd</sup> Street, Hialeah, FL 33010, and

Whereas, the real property upon which the Palm Centre is located is leased by the City to the Hialeah Housing Authority (hereinafter the "Authority"), a public corporate body, with offices at 75 East 6<sup>th</sup> Street, Hialeah FL 33010, pursuant to the provisions of a long-term land lease, and

Whereas, the legal description of the subject property upon which the Palm Centre is located and which is included in the referenced land lease is as described in Exhibit A attached, and

Whereas, the Authority has leased a portion of the second floor of the building known as the Palm Centre to Florida Pace Centers, Inc., (hereinafter "Pace") for a term of ten (10) years which with options can be extended to a term of thirty (30) years, which lease is dated the \_\_\_\_ day of July, 2007, (hereinafter the "Pace Lease") and

Whereas, a condition of said lease is that the City execute this Consent, Non-Disturbance and Attornment Agreement, and

Whereas, the City has agreed to execute said agreement,

NOW THEREFORE, for good and valuable consideration the City agrees as follows:

1. The City hereby consents to and recognizes the rights of Pace under the Pace Lease and agrees to recognize and not to interfere with the rights of Pace as the Lessee under the terms of said lease so long as Pace is not in actual default under the terms of said lease (having received all necessary notices and opportunities to cure).

2. If the Authority defaults in its land lease or if the land lease between the City and the Authority is canceled or modified in any manner, or if the underlying real property is transferred to a third party transferee, the City or said third party transferee agree to be bound by the terms and conditions of the Pace Lease so long as Pace is not in actual default under the terms of said lease (having received all necessary notices and opportunities to cure). Thus, under this agreement, the City or any third party taking possession of the property or succeeding to the interest of the Authority does hereby attorn to Pace, recognizing its full rights under the Pace Lease, said **attornment** to be effective and self-operative without the execution of any further instruments.

Exhibit "1"

Witness our hands and seals this \_\_\_\_ day of July, 2007.

City of Hialeah

By: \_\_\_\_\_  
Julio Robaina  
Mayor

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_

State of Florida

County of Miami-Dade		
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The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Julio Robaina, as Mayor of the City of Hialeah. Julio Robaina is ( ) personally know to me or ( ) produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of Florida

County of Miami-Dade		
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The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, as Clerk of the City of Hialeah who is ( ) personally know to me or ( ) produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_